Bangalore Development Authority
Replies To Pre-Bid Queries

Name of work : Providing Consultancy Services for Project Management and Quality assurance with Marketing for the Construction of 3 BHK and 2 BHK Housing Project at Sy. No. 73,76 and 2 of Kenchnapura Village in NPKL Layout on Lump Sum Turnkey Basis based on Tenderer's Own Design under Two Cover System

Tender reference No. : BDA/2025-26/SE0065
Tender notification No. : BDA/EE/HPD-1Ten/T- 174/2025-2026

Sr. No.	Tender Ref.	Tender Clause	Query	Query Response
1.	Sr. No. 3.9.2 (Pg. 10)	EMD amount will have to be submitted by the consultant taking into account the following conditions: a. EMD will be accepted only in the form of electronic cash or Demand Draft (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account of e-procurement portal until the contract is closed. b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is the responsibility of the Consultants to	a) As we understand from the Karnataka Public Procurement Portal, the EMD is to be paid in two parts / transactions and not in a single transaction i.e. Rs. 1,00,000 via e-Payment & Rs. 12,12,000 via Bank Guarantee, please clarify. b)Also,we hereby request you to kindly accept the EMD is the form of Fixed Deposit Receipt (FDR) also. c)Please also clarify when shall the EMD be refunded to the Consultant. d)Please define the due date & time to submit the hard copy of the EMD paid through BG / FDR. e)The EMD amount of	a)The EMD is to be paid in two parts / transactions and not in a single transaction i.e. Rs. 1,00,000 via e-Payment & Rs. 12,12,000 via Bank Guarantee b) GoK No:FD 944 Exp 12/2024, Dated:03.04.2025 Prevails and considered c) The EMD be refunded to the Consultant after the agreement with successful bidder. d) EMD shall be paid in total through e-

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		ensure that payment through NEFT reaches Payment to Government of Karnataka central pooling a/c before Bid submission date and time, through online payment. In case of OTC Payment, the procedure to be followed may be obtained from the e-procurement portal helpdesk.	13,12,000 seems to be on a very higher side, please reduce the EMD amount maximum upto 2,00,000.	payment or minimum of Rs.1.00 lakh shall be paid through e-payment and the balance EMD shall be through Bank Guarantee in the form given in Section11 from any Nationalized / Schedule bank or through e-bank guarantee, obtained after the date of notification of tender and on or before the last date for submission of tender, payable at Bangalore, in favour of the Employer. A scanned copy of the Bank Guarantee shall be uploaded at the appropriate place provided in Karnataka Public Procurement Portal along with the First Electronic Document (Technical Bid Document), failing which the bids will be rejected in the Karnataka Public

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				Procurement Portal. The original Bank guarantee shall be submitted to the Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru-560 020, on or before the Time and date of opening of First Electronic Document (Technical Bid Document), in person or through authorized representative, failing which the Bank Guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. e)Tender Conditions prevails
2.	Cl. No. 7.2 (Pg. 14)	The consultant shall submit Bank Guarantee for Performance Security as indicated in the Letter of Acceptance.	We hereby request you to kindly accept the EMD is the form of Fixed Deposit Receipt (FDR) also.	GoK No:FD 944 Exp 12/2024, Dated:03.04.2025 Prevails and considered

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		Upon receipt of the BG, contract agreement will be entered into between the Client and the Consultant.		
3.	Pt. No. 66 (Pg. 40)	Assist in obtaining the requisite statutory approvals related to the entrusted works and handing over the completed works to BDA or its designated agencies on its completion;	As we understand the official fees towards all statutory approvals shall be borne by BDA and the Consultant shall not consider the same in their financial quote, please clarify.	Tender Conditions prevails
4.	Sl. No. 1 of Cl. No. 5.3 (Pg. 46)	Team Leader/Senior Design Engineer Minimum B.E / B.Tech in Civil engineering. Post-graduation in Town / Urban Planning is desirable. Minimum of 20 years' experience in the relevant field. Minimum 15 years of experience and as a Team Leader minimum 5 years' experience in infrastructure projects.	Please relax this condition as per the following: Minimum B.E / B.Tech in Civil engineering. Minimum of 15 years' experience in in infrastructure projects.	Agreed
5.	Pt. No. 3 of Cl. No. 5.4 (Pg. No. 48)	The Consultant shall have association with NABL certified laboratories for testing of materials required for the infrastructure work.	We understand the Consultant need not have an association with a NABL certified laboratories for testing of materials because as defined in the scope of	Tender Conditions prevails

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			work (more specifically at Pt. No. 26, 27, 28 & 55 @ Pg 35 & 37), the role of the Consultant is to, - assist BDA & Contractor to organize & operate materials laboratory - arrange to get the requisite test conducted at the Contractors laboratory - ensure proper establishment of field laboratories/quality control equipments onsite by Contractors Please clarify and if our understand is correct please delete this clause / criteria.	
6.	Sr. No. 3 of Cl. No. 54 (Pg. 49)	Recent AutoCAD software with Auto Plotter accessories	Please define Auto Plotter accessories	Ink cartridges Printheads Paper roll holders Paper and film Maintenance cartridges Belts and cables
7.	Cl. No. 5.6 (Pg. 49)	**Performance Security** b) The Successful Consultant shall furnish performance security of 5% of the cost of the consultancy contract amount in the form of Bank guarantee issued	We hereby request you to kindly reduce the performance security from 5% to 2%. We hereby request you to kindly accept the Performance Security is the form of Fixed Deposit Receipt (FDR) also. Please also clarify when	Tender Conditions prevails

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		either by a National / Schedule Bank payable at Bengaluru within the time indicated in the Letter of Acceptance. The performance security shall be discharged after completion of the Defect liability period	shall the Performance Security be refunded to the Consultant.	
8.	Cl. No. 6.4 (Pg. 68)	The account is _____ Payment shall be made according to the following: The payments will be made to the consultant = Percentage quoted X Amount Received to the client by selling.	Please define at what intervals the payments shall be made to the Consultant. Also please define the amount on which the payment of Consultant shall be calculated.	As per Special Condition of Contract (SCC) clause 6.4
9.	-	Project / Site Office	We understand BDA shall provide an office for the use of the staff of the Consultant at the project location without any additional cost of the Consultant.	Tender Conditions prevails
10.	4B (page 30)	Consultancy Service Excluding GST in Percentage	a) We request clarification on whether this is based on Construction Cost or Net Sales Cost as per prevailing sales cost at	a) Net Sales Cost as per prevailing sales cost at the time of sale

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			the time of sale b)We also request you to please clarify whether the consultant will have freedom to set the sales price based on prevailing market rates to ensure the project is competitively priced. c)We also request clarification on the payment schedule for the Consultant and invoicing terms. We also request clarification that the official start of any marketing activity will be done only when the site office is completely ready..	b) consultant will have to take approval from Bangalore Development Authority before finalizing the sales price c) As per Special Condition of Contract (SCC) clause 6.4 d) the official start of any marketing activity will be done after seeking approval from approval from Bangalore Development Authority.
11.	5.2.1.3 (page 33)	Consultant shall check the structural drawings and designs for suitability for construction and as per Contract Document and to recommend the structural drawings submitted by the construction agency. The Consultant should also ensure the correctness of the implementation as per the approved construction drawings.	We would like to clarify if the final ownership of the accuracy of the design is the ownership and responsibility of the contractor/architect/structural engineering team, while the execution of said design is the scope of the consultant?	Tender Conditions prevails
12.	Marketing Scope 3.	Marketing, Sales	We would like clarification of the BDA	Tender Conditions

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	(Page 45)	and Marketing	approval process and SLA for feedback and approval of these marketing and sales assets in terms of maximum number of days, as well as the concerned persons who will be part of the approval process. In addition, we request that for marketing collateral, an auto approval system of one week is put in place to ensure extended approvals due to unforeseen circumstances do not delay the marketability of the project	prevails
13.	Marketing Scope 3.3.k (Page 45)	Booking Documentation – Booking Forms, Payment Terms	We request clarification on whether securing RERA approval, and other government body approvals, licenses, permits, NOCs, or any other legal or supporting documents required for the legal marketing and sale of the project is the scope of BDA or Consultant?	Tender Conditions prevails
14.	Marketing Scope 1.3.h (Page 45)	Immersive Marketing Collateral (Full Interactive Digital Twin of the Project, Model Apartment, Interactive Booking Engine)	We request clarification that the model apartment will be made by the contractor under the exclusive direction of the Consultant at the sole cost of the contractor. Also to please clarify if the model apartment will furnished or bare shell? It is our understanding that a digital model apartment	The model apartment will be made by the contractor at the sole cost of the contractor.

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			will be made by the Consultant and a real physical model apartment by the Contractor under the direction of the Consultant.	
15.	Marketing Scope . (On site Experience Center) Page 46	3000 sftexperience center with reception, 1:150 scale up model, Interactive Scale Model with Booking Engine , 2 Meeting Rooms, 1 Manager Cabin, 2 Toilets	It is our understanding that the construction of the sales experience center will be the sole responsibility of the Contractor. The design of the sales experience center will be the joint responsibility of the Architect and the Consultant and the approver will be the Consultant to ensure that sales center experience meets the design and look & feel needs of We request that the this premium project. interactive scale model be made a normal scale model We also request clarification on the who will be financially responsible for the fit out of the sales office?	Tender Conditions prevails
16.	II. GENERAL CONDITIONS OF CONTRACT Page 57	2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall terminate when services have been completed and all payments have been	We request that given the nature of the contract that in the unfortunate expiration or early termination by either party all payments arising from bookings that continue to accrue until completion of the project will continue to be paid to the consultant irrespective of the status	Tender Conditions prevails

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		made at the end of such time period after the Effective Date as is specified in the SC.	of the contract.	